

REMARKS

Please reconsider the application in view of the above amendments and the following remarks. Applicants thank the Examiner for carefully considering this application.

Drawings

Applicants respectfully request that the Examiner acknowledge the formal drawings filed on October 23, 2001, and indicate whether they are acceptable.

Disposition of Claims

Claims 1-10 were pending in the present patent application. By way of this submission, claims 3, 6, 8, and 10 have been cancelled without prejudice or disclaimer. Accordingly, claims 1, 2, 4, 5, 7, and 9 are now pending in the present patent application. Claims 1, 4, 7, and 9 are independent. The remaining claims depend directly from claims 1, 4, 7, and 9.

Claim Amendments

Claims 1, 4, 7, and 9 have been amended for clarification. No new matter has been introduced by way of these amendments as support for these amendments may be found, for example, in paragraphs [0031]-[0036] of the published specification. Applicants respectfully assert the amended claims do not require any further search.

Request for Information

The Examiner requests Applicants submit information under 37 CFR §1.105. The Examiner asserts the request for information is reasonably necessary because of the subject matter in claims 3, 6, 8, and 10. (*See*, Office Action dated May 22, 2007, at pages 2-4). By way of this submission, claims 3, 6, 8, and 10 have been cancelled and thus the request for information is no longer necessary. Accordingly, withdrawal of this request for information is

respectfully requested. Applicants apologize to the Examiner for any unnecessary burdens placed on the Examiner by Applicants' prior response.

Rejections under 35 U.S.C. §102

Claims 1-10 stand rejected under 35 U.S.C. §102(e) as being anticipated by U.S. Patent Publication No. 2002/0188500 (hereinafter "Kwok"). By way of this submission, claims 3, 6, 8, and 10 have been cancelled and thus the rejection is moot as to those claims. As for the remaining claims, for the reasons set forth below, this rejection is respectfully traversed.

Under 35 U.S.C. § 102, "[a] claim is anticipated only if *each and every element* as set forth in the claim is found, either expressly or inherently described, in a single prior art reference [emphasis added]." MPEP § 2131. Applicant respectfully asserts that Kwok does not expressly or inherently describe each and every element of the amended claims. Amended claim 1 recites, in part:

Making available to potential prospecting participants... interest owner conditions under which a potential prospecting participant submits a proposal for prospecting the property, the interest owner conditions including a compensation schedule for *payment to the participant from the interest owner in response to the participant submitting the proposal to the interest owner*, the compensation schedule including *at least two options selectable by the participant for delivering the payment to the participant from the interest owner*, the interest owner conditions further including content requirements for the proposal for prospecting [Emphasis Added].

Amended claims 4, 7, and 9 recite similar limitations. Applicants respectfully assert it is clear the amended claims explicitly require (i) the interest owner conditions include a compensation schedule, (ii) said compensation schedule dictates payment to the participant from the interest owner, (iii) said payment to the participant is for the participant submitting the proposal to the

interest owner, and (iv) said compensation schedule includes at least two options selectable by the participant for delivering said payment to the participant from the interest owner.

Kwok discloses "Target exploration properties are bought and sold as 'prospects', in whole or fractional interests, based upon the rights involved." (*See*, Kwok at paragraph [0006]). The Examiner asserts paragraph [0006] of Kwok is sufficient to fall within the metes and bounds of the claim. (*See*, Office Action dated May 22, 2007 at page 5). Applicants respectfully assert purchasing a 'prospect', as disclosed by Kwok, is not and cannot be equivalent to the compensation schedule, as recited by the amended claims.

The financial transaction disclosed by Kwok and cited by the Examiner is for the full or partial purchase of an exploration property. One of ordinary skill in the art will appreciate that in the financial transaction disclosed by Kwok, money flows to the owner of the exploration property (*i.e.*, the interest owner). Accordingly, the transaction disclosed by Kwok effectively fails to satisfy at least requirement (ii) of the amended claims. In fact, as the Kwok disclosed payment *is to the interest owner and not from the interest owner*, Kwok squarely contradicts requirement (ii) of the amended claims.

Further, one of ordinary skill in the art will appreciate the purpose of the money exchange disclosed by Kwok is to change full and/or partial ownership of the exploration property. Changing full and/or partial ownership of a property, is not equivalent to submitting a proposal for prospecting, as recited by the amended claims. In fact, in the case of submitting a proposal for prospecting, there are no changes in ownership. Thus, changing ownership as part of a financial transaction, as disclosed by Kwok, is not and cannot be the same as submitting a proposal for prospecting in exchange for payment, as recited by the amended claims.

Accordingly, Kwok also effectively fails to satisfy at least requirement (iii) of the amended claims.

The Examiner asserts that even if Kwok did not teach all types of compensation schedules, Kwok would still teach at least two compensation schedule options that a user of the system can select: (A) enter the sale or (B) do not enter the sale. (*See*, Office Action dated May 22, 2007, at bottom of page 5 and top of page 6). As discussed above, the amended claims have requirement (iv) explicitly stating the compensation schedule includes at least two options selectable by the participant for *delivering said payment to the participant* from the interest owner. It is clear from requirement (iv) that regardless of the option selected by the "user", the at least two options address delivering payment to the participant. Option (B), as set forth by the Examiner and purportedly disclosed by Kwok, is a situation where no payment occurs. Thus, option (B) does not specify a plan for delivering payment to the participant. Accordingly, option (B) is not and cannot be equivalent to a compensation schedule option, as recited by the amended claims. Therefore, neither Kwok nor the Examiner's assertions about Kwok satisfy requirement (iv) of the amended claims.

In view of the above, Kwok does not disclose each and every limitation of the amended claims. Accordingly, amended claims 1, 4, 7, and 9 are patentable over Kwok. Claims 2 and 5 depend directly from claims 1 and 4, and thus are allowable for at least the same reasons. Accordingly, withdrawal of this rejection is respectfully requested.

Rejections under 35 U.S.C. §103

Claims 3, 6, 8, and 10 stand rejected under 35 U.S.C. §103(a) as being obvious in view of Kwok. By way of this submission, claims 3, 6, 8, and 10 have been cancelled and thus

the rejection is moot as to those claims. Accordingly, withdrawal of this rejection is respectfully requested.

Conclusion

Applicant believes this reply is fully responsive to all outstanding issues and places this application in condition for allowance. If this belief is incorrect, or other issues arise, the Examiner is encouraged to contact the undersigned or his associates at the telephone number listed below. Please apply any charges not covered, or any credits, to Deposit Account 50-0591 (Reference Number 09469/070001; 94.0046).

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Respectfully submitted,

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